



Level 7, Inc
dba - Branch Solutions
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Terms & Conditions

Standard Terms and Conditions of Sale

Level 7, Inc dba - Branch Solutions, ("BSI-L7") extends to you ("Purchaser), the following Terms and Conditions for the sale of goods and/or services, unless otherwise agreed to in writing by both parties:

Limited Warranty

BSI-L7 agrees to extend to Purchaser any available warranties provided by the original equipment manufacturer on any "New" Products sold to Purchaser by BSI-L7. BSI-L7 also agrees to provide a 60-day warranty on any "Used, Surplus-New" or "Pre-Owned" Products sold to Purchaser by BSI-L7. Products described as "As Is" will be issued without warranty. Unless otherwise stated. Products that are damaged due to misuse, abuse, or considered consumables also contain no warranty from BSI-L7.

BSI-L7 will repair, replace or refund, at BSI-L7's option, any Products that are deemed to have material and/or workmanship defects during the Products warranty period. BSI-L7 will inform the Purchaser of which remedy will

This Limited Warranty is the only warranty made by BSI-L7, and BSI-L7 makes no other warranty, express or implied. IN PARTICULAR, BSI-L7 MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCTS.

PURCHASER AGREES SPECIFICALLY THAT BSI-L7 WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER KIND OF CIVIL LIABILITY CONNECTED WITH THIS AGREEMENT, AND UNDER NO CIRCUMSTANCES WILL BSI-L7'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS/SERVICES.

Sale of Equipment

BSI-L7 makes no warranties with respect to any uses by any party that may require governmental or private licenses, such as certain uses of radio communications devices, software, or firmware that may be in the Products, or the right to use the Products for a particular purpose.

Purchaser specifically warrants that it has right to use the Products for the purpose intended and that the Purchaser has all the rights required to lawfully authorize BSI-L7 to install and/or copy into the Products any component(s) and/or software which purchaser has supplied to BSI-L7 for the purpose of such installation or copying, or which purchaser has requested BSI-L7 to obtain or electronically encode for the purpose of such installation or copying. Purchaser undertakes to indemnify BSI-L7 against any claims and expenses (including attorneys' fees and cost of defense) arising from a breach of this warranty.

Shipping and Handling

Shipping and handling will be charged in addition to the price of the Products unless otherwise indicated at the time of sale. If shipping account # is provided by Purchaser, BSI-L7 has permission to ship using Purchaser acct.

Taxes, Duties and Fees

All charges quoted under there Terms and Conditions are exclusive of any applicable National, Federal, State, Provincial, Sales, Use, G.S.T and Value Added taxes that are the responsibility of the Purchaser and which BSI-L7 is required to collect and remit in accordance with all applicable laws

Late payment and Interest charges

In the event that BSI-L7 grants the Purchaser credit and payment is not received by BSI-L7 on the due date(s), Purchaser will also, to the extent permitted by applicable law, pay to BSI-L7 an amount equal to two and one half per cent (2.5%) of the amount then due as an interest charge in respect of every calendar month or part thereof during which such amount has been overdue. Purchaser will also pay for all monies associated with the collections of all due payments.

Prior Use and Alteration

Products may have been altered, Pre-Owned, and/or upgraded by BSI-L7 or others using materials from one or more manufacturers. Some or all components may have been in prior use and may be of comparable quality or make to the manufacturers components. Purchaser shall not remove or obscure any labels or notices on the Products.

Availability & Pricing

All pricing is subject to change at any time. BSI-L7 reserves the right to make alterations to pricing, products and service offerings without prior notice, and for reasons including, but not limited to current market conditions, product availability, discontinued product, manufacturer price changes and errors in advertisements or websites.

All orders are subject to product availability. BSI-L7 cannot guarantee that it will be able to fulfill Customer's orders.

Risk of Loss, Title and Security Interest

Unless otherwise agreed, BSI-L7 shall arrange for shipment of product by common carrier to Purchaser's facilities. Title to and risk of loss on product sold hereunder shall pass to Purchaser upon BSI-L7's tender of delivery of product to Purchaser at the F.O.B. shipping point unless stated otherwise in sales agreement. BSI-L7 shall invoice Purchaser on or promptly after the date of each shipment hereunder. Title to all Products/Services shall remain in BSI-L7 until payment in full of the entire purchase price. Purchaser hereby grants to BSI-L7 a security interest in all products sold to Purchaser by BSI-L7 as security for the due and punctual performance by Purchaser of all of its obligations hereunder. Purchaser agrees to execute such documents to evidence and perfect said security interest as BSI-L7 may require. Purchaser hereby appoints any officer of BSI-L7 as its duly authorized agent for the purpose of taking any and all such action, including execution of documents, deemed necessary by Purchaser, in its sole discretion, for the perfection and enforcement of the security interest granted hereby

Export

Purchaser acknowledges that Products purchased or received under these Terms and Conditions of Sale are subject to export control laws, restrictions, regulations and orders of the United States. Purchaser agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export, any product to any prohibited or embargoed country or to any denied, blocked, or designated person or entity as mentioned in any such United States or foreign law or regulation. Purchaser represents and warrants that it is not on the Denied Persons, Specially Designated Nationals or Debarred Persons List and is not otherwise prohibited by law from purchasing the products or services hereunder. Purchaser shall be responsible to obtain any license to export, re-export or import as may be required.

Force Majeure

BSI-L7 will not be liable for delays in delivery or for failure to perform its obligations due to causes beyond its reasonable control including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, Government priorities, fires, strikes, floods, severe weather conditions, computer interruptions, terrorism, epidemics, quarantine restrictions, riots or war. BSI-L7 time for delivery or performance will be extended by the period of such delay or BSI-L7 may, at its option, cancel any order or remaining part thereof, without liability by giving notice to Purchaser.

Severability

If any provision of this Agreement is wholly or partially invalid or unenforceable, such invalid or unenforceable provision will be regarded as excluded from this Agreement and the other provisions of the Agreement will not be affected by it.

Arbitration

Any dispute arising out of this Contract shall be resolved by binding arbitration in accordance with the rules of the Judicial Arbitration and Mediation Services (JAMS). Venue for the arbitration proceedings and for enforcement of this Contract shall be in Snohomish County, Washington. The decision of the arbitrator shall be final and non-appealable.

Entire Agreement

These Terms and Conditions constitute the entire agreement Between BSI-L7 and the Purchaser. The placement of an order to purchase Products from BSI-L7 shall be deemed to be acceptance of these terms by Purchaser. These Terms and Conditions supersede all prior proposals, offers, discussions, correspondence, or communications regarding this sale of Products to Purchaser. This Agreement is subject to the laws of Washington State and the Courts of Snohomish County, Washington shall have non-exclusive jurisdiction over all matters relating to this Agreement.